

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

RUBENSTEIN PUBLIC RELATIONS, INC.

Plaintiff,

Index No.

Filed:

SUMMONS

-against-

FLEET FINANCIAL GROUP, INC.

Venue based on CPLR §§ 501 &
503

Defendant.

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to appear by serving an answer to the annexed Verified Complaint upon Plaintiff's attorney at the address stated below, within twenty (20) days after service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of new York); and in case of your failure to appear or answer, judgment will be taken against you for the relief demanded in the Verified Complaint, together with the costs of this action.

Dated: New York, New York
10/20/2022


By: Eric P. Schutzer

THE SCHUTZER GROUP, PLLC

Attorneys for Plaintiff

330 Seventh Avenue, 19th Floor

New York, New York 10001

(212) 714-0700

To: FLEET FINANCIAL GROUP, INC.
136-20 38th Avenue
Flushing, NY 11354

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

RUBENSTEIN PUBLIC RELATIONS, INC. X

Index No.

VERIFIED COMPLAINT

Plaintiff,

-against-

FLEET FINANCIAL GROUP, INC.

Defendant.

X

Plaintiff, by its attorneys, complaining of defendant respectfully alleges: Upon information and belief:

1. Plaintiff, Rubenstein Public Relations, Inc. ("Plaintiff"), was and is a domestic business corporation, having its current principal place of business located at 1301 Avenue of the Americas, 13th Floor, New York, NY 10019 and is registered to business in the state of New York.
2. Defendant Fleet Financial Group, Inc. (the "Defendant") was and is a Domestic Business Corporation with its principal place of business located at 136-20 38th Avenue, Flushing, NY 11354.

VENUE

3. Pursuant to the agreement, venue is proper in this county pursuant to CPLR §§ 501 and/or 503.

**AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract)**

4. Plaintiff incorporates by reference the allegations contained in the above paragraphs.
5. On or about January 8, 2021, Plaintiff and Defendant entered into an agreement wherein Plaintiff agreed to media and public relations services (the "Services") at the bequest of Defendant and Defendant agreed to fully and timely pay Plaintiff for the Services (the "Contract").
6. Pursuant to the terms of the Contract, all invoices would be binding on Defendant unless Defendant made a written, detailed good faith objection to the invoice within 30 days of receipt.

7. Also pursuant to the terms of the Contract, Defendant was additional liable to Plaintiff for all of Plaintiff's costs and expenses, including reasonable attorney fees incurred in collecting the amounts due by Defendants under the Contract, as well as 1.5% per month interest on amounts past due.
8. From on or about January 8, 2021, through on or about December 1, 2021, Plaintiff delivered the Services to Defendant pursuant to the Contract.
9. The cost of the unpaid Services sold and delivered by Plaintiff pursuant to the terms of the Contract totaled the sum of \$90,000.00.
10. Plaintiff fully and timely performed all of its responsibilities, terms and conditions under the Contract.
11. Despite Plaintiff's demands for the amounts due from Defendant, Defendant has failed and refused to pay Plaintiff the amount due pursuant to the Contract.
12. Defendant failed and refused to make payment for the Services despite Plaintiff's demands leaving a balance due pursuant to said agreement of \$90,000.00 with interest thereon at a rate of 1.5% per month from December 1, 2021 and reasonable attorney fees.

**AS AND FOR A SECOND CAUSE OF ACTION
(Account Stated)**

13. Plaintiff incorporates by reference the allegations contained in the above paragraphs.
14. Beginning on or about December 1, 2021, Plaintiff rendered to Defendant, full and true accounts of the indebtedness owing by Defendant as a result of the Contract, in an amount as hereinabove set forth which account statements were delivered to and accepted without objection by Defendant resulting in an account stated for the amount set forth above.
15. Therefore, Defendant is liable to Plaintiff in the sum of \$90,000.00, with interest thereon from December 1, 2021, together with the costs of this action.

WHEREFORE, Plaintiff demands judgment against Defendant for the sum of \$90,000.00 with interest thereon at a rate of 1.5% per month from December 1, 2021, and reasonable attorney fees, together with the costs of this action.

THE SCHUTZER GROUP, PLLC
Attorneys for Plaintiff
330 Seventh Avenue, 19th Floor
New York, New York 10001
(212) 714-0700

STATE OF NEW YORK, COUNTY OF NEW YORK

Richard M. Rubenstein, being duly sworn, deposes and says: I am an officer or agent of the plaintiff, which is a domestic business corporation; I have read the foregoing complaint, and the same is true to my knowledge, except for those matters alleged upon information and belief, and as to those matters, I believe it to be true; the grounds of my belief as to all matters stated upon my knowledge are the plaintiff's records maintained in the regular course of business, it being within plaintiff's regular course of business to maintain such records.

Sworn before me 10/20/2022

Notary Public

Carlyle
WrightRichard M. Rubenstein
for Rubenstein Public Relations

CARLYLE O. WRIGHT
Notary Public, State of New York
No. 01WR6357576
Qualified in Nassau County
Commission Expires April 24, 2025

Index No. _____ Year _____
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

RUBENSTEIN PUBLIC RELATIONS, INC.

Plaintiff,

-against-

FLEET FINANCIAL GROUP, INC.

Defendant.

SUMMONS AND VERIFIED COMPLAINT

THE SCHUTZER GROUP, PLLC
Attorneys for Plaintiff
330 Seventh Avenue, 19th Floor
New York, New York 10001
(212) 714-0700

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentious contained in the annexed document are not frivolous.

Dated: 10/20/2022

Signature _____

Print Signer's Name Eric P. Schutzer

Service of a copy of the within

is hereby admitted.

Dated: _____

Attorney(s) for _____

PLEASE TAKE NOTICE

- ☐ that the within is a (certified) true copy of a
Entered in the office of the clerk of the within named Court on _____ 20____
- ☐ that an Order of which the within is a true copy will be presented for settlement to the
Hon. _____ one of the judges of the within named Court,
at _____
on _____ 20____, at _____ M.

Dated: _____

THE SCHUTZER GROUP, PLLC

Attorneys for Plaintiff

330 Seventh Avenue, 19th Floor
New York, New York 10001